

UTAH DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION
PROPERTY ACCESS LICENSE AGREEMENT

WHEREAS, West Valley City (“Owner”), owns property located at 4175 West 3980 South (Country Meadows Park), 3558 West 3965 South (Peachwood Park), and 4100 South 4122 West (northwest corner of Country Meadows Subdivision), all in West Valley City, Utah (“the Properties”) hereby grants the following license to the Utah Division of Environmental Response and Remediation (“DERR”), for the purpose of conducting environmental testing; and

NOW, THEREFORE, in consideration of the covenants and promises contained in this License Agreement, the Owner and DERR agree as follows:

1. Grant of License. Owner grants DERR an exclusive, revocable license (the “License”) to access the Properties, including rights of ingress and egress, for the following purposes only:
 - a. Drilling of one borehole with a probe rig on each property; and
 - b. Collecting soil and ground water from each borehole; and
 - c. Taking photographs of the Properties.
2. The License shall extend until May 1, 2010, at which time, DERR may request a renewal of the License from Owner. This License may not be recorded with the county recorder.
3. This License is conveyed subject to the following terms and conditions:
 - a. Owner reserves the right to close the Properties at any time and for any reason.
 - b. In its use and enjoyment of this License, DERR shall:
 - (i) Comply with all applicable local, state and federal laws, rules and regulations; and
 - (ii) Notify the Parks and Recreation Department 24 hours prior to accessing the Properties; and
 - (iii) Act reasonably to minimize interference with Owner’s and the public’s use and enjoyment of the Properties; and
 - (iii) Refrain from using the premises for any purpose not specifically provided for herein.
 - c. Owner shall not be responsible for snow removal or any other impediment to access of the Properties.
 - d. Owner reserves the right to revoke this License at any time, for any reason.

4. Damage Covenant. DERR shall restore the surface of the Properties in the event DERR damages or otherwise destroys the Properties, or any part thereof.
5. Indemnification. DERR shall hold Owner harmless from any and all claims arising from or related to injuries or damages, of whatever kind or nature, that arise from the activities provided for herein, unless those injuries or damages are the result of the willful misconduct or gross negligence of Owner.
6. Assignment. DERR may not assign this License, or any of its rights under this instrument, in whole or in part.
7. Government Immunity. Nothing in this License waives any requirements or limitations of Utah law regarding governmental immunity.
8. Binding Nature. All of the grants, covenants, terms, provisions and conditions in this License shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.
9. Written Amendments. This License may be amended only by written instrument executed by both the Owner and DERR.
10. Entire Agreement. Except as expressly set forth herein, this instrument, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

DATED this _____ day of _____, 2010.

OWNER

MAYOR

ATTEST:

CITY RECORDER